INVITATION TO BID	OF I	100%	BIDS WILL BE	E PUBLICLY	OPENED:
STATE OF LOUISIANA			SEP 21.	2005	10:00 AM
DIVISION OF ADMINISTRATION					
OFFICE OF STATE PURCHASING	A STATE OF THE STA		PURCHASING AG	GENCY NO. :	107001
====> VENDOR NO. :	1				
SOLICITATION: 2202869					
OPENING DATE: 09/21/05			SEE NO. 8 BE	LOW. RET	
VENDOR NAME AND ADDRESS	1		2202869	09/21/05	10:00 AM M19937X
====>			OFFICE OF STAT	TE PURCHASIN	IG
			OFFICE OF STATOFFICE OF STATE OFFICE BOT OFFICE OFFI	TE PURCHASIN OX 94095 LA 70804-9095	IG
			BUYER		OTT UNDERWOOD, CPF
			BUYER PHONE DATE ISSUED	: 08/2	_::
FILL IN VENDOR NUMBER (FEIN), NAM	IE AND			00.4	MENTAL CENTER
ADDRESS ABOVE, BEFORE SUBMITTIE			AGENCY REQ. NO. ISIS REQ. NO.	: 604 : 128	
,			VENDOR PHONE FISCAL YEAR	: : 06	
			CLASS/SUBCLASS SCHEDULED BEGIN		
			SCHEDULED END I T-NUMBER	DATE : 00/0 :	10/00
ELECTRIC FORKLIFT / WAREHOUSE					
	LETED BY VEN	NDOR			
PLEASE REMOVE FROM THIS COMMODITY CODE.     DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIF					
3 % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRT' LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W	ILL NOT BE CO	ONSIDERED	IN		
DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.		SCOUNTS WIL	LL BE ACCEPTED AND 1	TAKEN	
4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL		OTHER, IF OR CONTRA			
INSTRUCTION	NS TO BIDDERS	<u> </u>			
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC	CIFICATIONS.		DMO OF ALTERATION T	CO LIBIT DRIGES OU	0.U.D.DE
ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER.      THE PRICE OF THE PRICE	ERASURES OF	IK OTHER FO	RMS OF ALTERATION I	O UNIT PRICES SH	FOLD HERE>
THIS BID IS TO BE MANUALLY SIGNED IN INK.     BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION (					
OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER.		NYS AFTER RE	ECEIPT OF PROPERLY E	EXECUTED	
AMOUNT OF BID BOND REQUIRED:		R0%	OF BID.		
DESIRED DELIVERY:	 JLD BE RETURN	RNED IN AN E	NVELOPE OR PACKAGI	E CLEARLY MARKE	D WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPE 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA					<b>36</b> ;
PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION.	TERMS AND C	CONDITIONS	; SPECIAL CONDITIONS	S; AND SPECIFICATI	ONS LISTED
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOU					IINK
BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID IN	FORMATION SH	SHALL BE MA	DE WITH INK OR TYPEV	VRITTEN.	
VENDOR PHONE NUMBER: TIT	LE			DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.	141	NAME OF E	RIDDER		
(MUST BE SIGNED)			R PRINTED)		

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

### 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

# 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

# 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

# 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

### 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

# 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

# \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 ELECTRIC FORKLIFT

ELECTRIC FORKLIFT TO BE SUPPLIED WITH CHARGER UNIT TO RECHARGE POWER CELL.

TO BE COUNTER BALANCED RIDER TYPE, THREE (3) WHEEL LIFT, WITH TWO (2) FRONT DRIVE WHEELS AND ONE (1) STEERING AXLE WHEEL MAXT: TRIPLEX MAST: OHL-77.0", MFH-169", FL-53.3", INCLUDES 36.2"

MAXT: TRIPLEX MAST: OHL-77.0", MFH-169", FL-53.3", INCLUDES 36.2" CLASS 11 CARRIAGE

FORKS: 42" STANDARD FORKS-1.5" X 4" (CLASS 11)

LOAD BACK REST: 48" HIGH STANDARD LOAD BACKREST IS EQUIPPED ON THE CARRIAGE OF THE FORKLIFT

TRANSMISSION: DUAL 4.0 KW SEPARATELY EXCITED DRIVE MOTORS WITH

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PROPORTIONAL STEERING, ONE SPEED FORWARD/ONE SPEED REVERSE FOR OPTIMUM PLUGGING

DRIVE AXLE: HEAVY DUTY DESIGN CONSISTING OF A 4-SHAFT, 3-STAGE REDUCTION SYSTEM FOR STRENGTH, DURABILITY AND LOW NOISE.

BRAKES: EXTRA LARGE DISC BRAKES FOR LONGER BRAKE LIFE. REGENERATIVE BRAKING EXTENDS BRAKE SHOE LIFE.

HYDRAULICS: LARGE HYDRAULIC TANK WITH SUCTION AND MICRON FILTERS AND A COMBINATION OF STEEL LINED TUBING.

STEERING: ELECTRIC POWER STEERING (EPS), THIS ON-DEMAND SYSTEM TO OFFER SMOOTH AND EFFORTLESS STEERING CONTROL WHILE CONSERVING BATTERY LIFE.

TIRES: TRACTION, RUBBER, NON-MARKING CUSHION TIRES, STANDARD DRIVE AND STEER SIZES.

BATTERY: 18-85-17 680 AMP HOUR INDUSTRIAL BATTERY.

HUMAN FACTORS: LIFT, LOWER, TILT AND SIDE SHIFT FUNCTION LEVERS SHALL BE MOUNTED WITHIN CONVENIENT AND COMFORTABLE REACH OF THE OPERATOR FOR PRECISE CONTROL. ILLUMINATED FULL INSTRUMENT PANEL, ASSIST GRIP AND SIDE STEP.

WARRANTY: THE ENTIRE ELECTRIC FORKLIFT (EXCLUDING NORMAL WEAR ITEMS) IS TO BE COVERED FOR 12 MONTHS OR 2,000 HOURS AND THE POWERTRAIN IS 24 MONTHS OR 4,000 HOURS.

STANDARD EQUIPMENT: HEADLIGHT, TURN SIGNALS STOP LIGHTS, BACK UP LIGHTS AND ALARM. AND AN OPERATOR RESTRAINT SYTEM WITH SEAT BELTS AND HIP RESTRAINTS.

OTHER REQUIREMENTS: SUCCESSFUL BIDDER SHALL BE RESPONSIBLE TO PROVIDE ALL MANUFACTURER RECOMMENDED MAINTENANCE DOCUMENTATION, AT NO COST, WITH LIFT. VENDOR SHALL ALSO SCHEDULE AN OPERATOR TRAINING CLASS TO BE HELD ON LOCATIONS AT 45439 LIVE OAK DRIVE, HAMMOND, LA. TRAINING TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

PROPER OPERATION OF FORKLIFT

SCHEDULE OF MAINTENANCE (DAILY, MONTHLY, QUARTERLY, ANNUALLY) SAFE OPERATION OF BATTERY RE-CHARGER UNIT

TRAINING TO ACCOMMODATE A MINIMUM OF FIVE (5) AND A MAXIMUM OF FIFTEEN (15) PARTICIPANTS. VENDOR TO SUPPLY ANY WRITTEN MATERIALS NECESSARY. COST OF TRAINING SHALL BE INCLUDED WITH LINE ITEM 00001.

TRAINING SHALL BE WITHIN NINETY (90) DAYS AFTER DELIVERY OF ELECTRIC FORKLIFT. TRAINING SHALL BE SCHEDULED AT THE CONVENIENCE OF HAMMOND DEVELOPMENTAL CENTER'S (HDC) WAREHOUSE DEPARTMENT. SUCCESSFUL VENDOR SHALL CONTACT HDC'S WAREHOUSE ADM. SUPERVISOR, TINA KOVACH AT (225) 567-7376, TO ARRANGE A DATE AND TIME FOR TRAINING.

DELIVERY: SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR THE TRANSPORT OF ELECTRIC FORKLIFT TO THE HAMMOND DEVELOPMENTAL CENTER LOCATED AT 45439 LIVE OAK DRIVE, HAMMOND, LA. 70401.

3 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

	-	
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STATUS, POLITICAL AF DISCRIMINATION COMMI STATUTORY OBLIGATION TERMINATION OF ANY O SOLICITATION.  4 PREFERENCE. IN ACCO A PREFERENCE MAY BE GROWN, OR ASSEMBLED DO YOU CLAIM THIS PRESPECTED LINE NUMBER (	, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN FILIATION, OR DISABILITIES. ANY ACT OF TTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE S WHEN APPLICABLE, SHALL BE GROUNDS FOR ONTRACT ENTERED INTO AS A RESULT OF THIS  RDANCE WITH LOUISIANA REVISED STATUTES 39:1595, ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, IN LOUISIANA OF EQUAL QUALITY.  EFERENCE? YES  HIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, SSEMBLED.	

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES NO

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES\_\_\_\_\_ NO\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 5 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 6 EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

7 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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BIDDER SIGNATURE

8 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

9 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

RICE S	HEET	INVITATI	ON TO B	SID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: HAMMOND DEVELOPMENTAL CENTER WAREHOUSE WAREHOUSE: SANDY THOMPSON 45439 LIVE OAK DRIVE HAMMOND, LA 70401					
00001	COMMODITY CODE: 560-75-000000  ELECTRIC FORKLIFT, BATTERY OPERATED MAKE: NISSAN NX SERIES MODEL: TNX35 OR APPROVED EQUAL  SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	EACH			